

9. Moyer Lincoln-Mercury Sales, Inc., one of the Mortgagors herein will furnish within ninety (90) days after the end of its fiscal year, at its own expense, a statement prepared by a Certified Public Accountant, based on his review of said Mortgagor, its successors and assigns, showing in reasonable detail the annual income and expenses incurred in the operation of the premises.

10. As further security, for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagors hereby assign to Mortgagee, its successors and assigns, all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default, Mortgagors hereby confer on Mortgagee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagors, with power to take possession of, and collect all rents, issues and profits arising from the mortgaged premises and apply such rents, issues and profits at the option of the Mortgagee to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs, and other expenses similar to the foregoing in such order of priority as Mortgagee may in its sole discretion determine, but such collection of rents, issues and profits shall not operate as an affirmation of any tenant or lease in the event the title to the property should be acquired by Mortgagee or by any other purchaser at a foreclosure sale. Mortgagors agree, upon the request of the Mortgagee, to execute such assignments of said leases above referred to, to the Mortgagee, such assignments to be made by instruments in form satisfactory to Mortgagee, but no such assignment shall be construed as a consent by Mortgagee to any lease, so assigned nor impose upon Mortgagee any obligation with respect thereto. Mortgagors covenant and agree that ^{they} will not enter into any lease agreements with regard to any portion of the mortgaged property herein described, without the prior written consent of the Mortgagee and that any lease entered into will not subsequently be altered, modified or changed, nor will said lease be surrendered or cancelled, nor will any